

ENDORSEMENT # 17

This endorsement, effective 12:01 AM April 1, 2001

Forms a part of policy no.: 015 1140

**Issued to: National Coalition of Property Owners & Managers, Inc. &/or
Insurance Purchasing Group Association, LLC (as per Endorsement #1)**

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

- c. A limited liability company, you are insured. You members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors. Your stockholders are also insureds but only with respect to their liability as stockholders.

2. Each of your "employees" authorized to act in the "administration" of your "employee benefits program" is also an insured, but only while acting within the scope of his or her duties in connection with such authorized activity.

The insurance provided under this endorsement does not apply to "loss" arising out of the conduct of any past or present partnership or joint venture of which you are a partner or member and which is not designated in the Declarations as a "named insured."

D. Limits of Liability; Deductible

- 1. The Per Employee Limit listed in this endorsement Schedule is the most we will pay for "loss" sustained by any one "employee" as a result of any negligent act, error or omission or combination of such negligent acts, errors or omissions in the "administration" of your "employee benefits program."
- 2. The Aggregate Limit listed in this endorsement Schedule is the most we will pay for all "loss" sustained by all "employees" arising out of the "administration" of your "employee benefits program" during the policy period covered by this endorsement. The Per Employee Limit and Aggregate Limit of this endorsement shall not increase the General Aggregate Limit shown in the Declarations. Any payments we make for "loss" shall exhaust the General Aggregate Limit set forth in the Declarations.
- 3. Our obligation to pay for "loss" applies only to the amount of "loss" arising out of any one claim or "suit" in excess of the Deductible amount stated in the Schedule of this endorsement. We may pay any part or all of the Deductible amount to effect settlement of any claim or "suit" and upon notification by us you shall promptly reimburse us for that part of the Deductible we paid.
- 4. The Per Employee Limit will be reduced by the amount of the Deductible. The Aggregate Limit shall not be reduced by the application of such Deductible amount.

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5. The limits of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Additional Conditions

The following conditions are added to the policy:

1. Notice

a. You must see to it that we are notified as soon as practical of an act, error or omission which may result in a claim. To the extent possible, notice should include how, what, when, and where the act, error or omission took place and the names and addresses of any "employee" who may suffer a "loss" as a result of the act, error or omission.

Notice of an act , error or omission is not a notice of a claim

2. Other Insurance

This insurance is primary except when you purchase the Supplemental Extended Reporting Period endorsement. If this insurance is primary, our obligations are not effected unless any other valid and collectible insurance available to the insured is also primary. Then, we will share with all that other insurance by the method described in Other Insurance provision c. Method of Sharing of the Commercial General Liability Coverage Form.

F. Extended Reporting Period

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This endorsement is canceled or not renewed; or
b. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in this endorsement.
(2) Does not apply to "loss" on a claim made basis.

2. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 60 days.

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The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

3. A Supplemental Extending Reporting Period of one year is available, but only by an endorsement and an extra charge. This supplemental period starts sixty days after the end of policy period .

You must give us a written request for the endorsement with 60 days after the end of the policy period. The Supplement Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures listed;
- b. Previous types and amount of insurance;
- c. Limits of Insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this endorsement.

The insurance afforded for claims first received during the Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the supplemental Extended Reporting Period starts.

4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "loss" resulting from a negligent act, error or omission that occurs before the end of the policy period (but not before the Retroactive Date, if any, shown in this endorsement).

Claims for such "loss" which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Reporting Periods may not be canceled.

5. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this endorsement applies.

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G. Revised Definitions

Paragraph 5. Of section V - Definitions is deleted and replaces by:

5. "Employee" means current or former employees, their spouses, their dependents, their estate, heirs, legal representatives, beneficiaries or assigns. "Employees" includes a "leased worker." "Employee" does not include a "temporary worker."

H. Additional Definitions

For the purpose of this endorsement only;

1. "Administration";

a. means your:

- (1) Providing interpretations and giving advice to your "employees" regarding your "employee benefits program;"
- (2) Handling records in connection with your "employee benefits program;" and
- (3) Effecting the enrollment, termination or cancellation of "employees" under your "employee benefits program;" but

b. does not include:

- (1) Any act, error or omission of any person acting in the capacity of a fiduciary under the Employee Retirement Income Security Act of 1974, as amended, and any rule or regulation relating to that act;
- (2) Any act, error or omission of an insurer or third party administrator;
- (3) The giving of legal counsel or the unauthorized practice of law; or
- (4) The giving of tax advice or making representations as to tax consequences.

2. "Employee benefits program" means any of the following employee benefits plans and programs:

- a. Group Life Insurance, group accident and health insurance, group dental insurance, employee pension plans, employee stock subscription plans, profit sharing plans, and disability benefits insurance;
- b. Any employee benefit plan or program described in the Schedule of this endorsement; or

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c. Any other employee benefit plan or program added to your "employee benefits program" after the effective date of this endorsement provided that written notice is given to us within 30 days after such plan or program is implemented; but

"Employee benefits program" does not include workers compensation, unemployment compensation or Social Security.

3. "Loss" means benefits which should have been paid to any of your "employees" under your "employee benefits program," but which benefits will not be paid as a result of a negligent act, error or omission that occurred in the "administration" of your "employee benefits program."

"Loss" shall include interest on such benefits that should have been paid, but shall not include:

- a. Any fines, taxes, or penalties assessed against you as a result of your failure to comply with any federal, state or local law, statute rule or regulation relating to your "employee benefits program";
- b. In the case of a funded "employee benefits program", any deductible, coinsurance, self-insured retention or other financial obligation retained by you which you would have been required to pay in the absent of any negligent act, error or omission in the "administration" of your "employee benefits program;"
- c. In the case of self-funded "employee benefits program", any financial obligation for which you would have been liable in the absent of any negligent act, error or omission in the "administration" of your "employee benefits program;" or
- d. Any fines, taxes or penalties assessed against an "employee" as a result of any act, error or omission in the "administration" of your "employee benefits program."

Schedule

Limits of Insurance: \$ 1,000,000 Per Employee Limit

\$ 2,000,000 Aggregate Limit

Deductible \$ 250,000 Per Claim

Pursuant to Section H.2.b. of this endorsement, the following programs are included within the definition of "employee benefits program:"

All other terms and conditions of this policy are applicable to this endorsement.

Authorized Representative OR
Countersignature (In state where applicable)

ENDORSEMENT # 18

This endorsement, effective 12:01 AM April 1, 2001

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**Issued to: National Coalition of Property Owners & Managers, Inc. &/or
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Employment-Related Practices Exclusion Endorsement

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I—Coverages):

This insurance does not apply to:

1. "Bodily injury" to:

- a. A person arising out of any:**
 - (1) Refusal to employ that person; or**
 - (2) Termination of that person's employment; or**
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or**

b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment related practices described in paragraphs (1), (2), or (3) above is directed.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and**
- b. To any obligation to share damages with or repay someone else who must pay damages because of injury.**

B. The following exclusion is added to Endorsement GL2402;

This insurance does not apply to:

1. "Personal injury" to:

- a. A person arising out of any:**

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- (1) Refusal to employ that person;
- (2) Termination of that person's employment; or
- (3) Employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, disciplined, defamation, harassment, humiliation or discrimination directed at that person; or

b. The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2), or (3) above is directed.

This exclusion applies :

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of this policy are applicable to this endorsement.

**Authorized Representative OR
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ENDORSEMENT # 19

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Notice of Occurrence Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subsection 2.A . of Section IV - Commercial General Liability Conditions is replaced by the following:

2. Duties in the Event of Occurrence, Offense, Claim or Suit.

A. You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified, promptly of an "occurrence" or offense which may result in a claim. Notice should include:

1. How, when and where the "occurrence" or offense took place; and
2. The names and addresses of any injured persons and witnesses; and
3. The nature and location of any injury or damage arising out of the "occurrence" or offense.

All other terms and conditions of this policy are applicable to this endorsement.

Authorized Representative OR
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ENDORSEMENT # 20

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Knowledge of Occurrence Endorsement

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 2. Duties in the event of Occurrence, Offense, Claim or Suit of Section IV

Commercial General Liability Conditions:

Knowledge of an "occurrence" by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee."

All other terms and conditions of this policy are applicable to this endorsement.

**Authorized Representative OR
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ENDORSEMENT # 21

This endorsement, effective 12:01 AM April 1, 2001

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Hired and Non owned Watercraft Amendment Endorsement

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2.g. Aircraft, Auto or Watercraft (2) of SECTION I - COVERAGES is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than or equal to the length shown in the Schedule; or
- (b) Not being used to carry persons or property for a charge.

Schedule

Length of watercraft in feet: 50

All other terms and conditions of this policy are applicable to this endorsement.

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ENDORSEMENT # 22

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Coverage Amendment Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2.a Expected or Intended Injury of SECTION I- COVERAGES is deleted and replaced by the following:

2. Exclusions.

This insurance does not apply to:

a. Expected or Intended Injury

"bodily injury" or "property damage" expended or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms and conditions of this policy are applicable to this endorsement.

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ENDORSEMENT # 23

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Net Leased Property Extension Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The coverage afforded by this policy is extended to include coverage from any net lease property owned or controlled by you. The coverage provided by this endorsement is excess and/or contingent of any other insurance. Coverage only applies to corporations and business organizations scheduled on the policy.

In the event of a report of an "occurrence" to any other potential insurer which later develops into a claim, coverage from which is provided by this endorsement, the failure to report such accident to us at the time of the "occurrence" shall not be deemed in violation of SECTION IV-Condition 2. Duties In The Event Of Occurrence, Offence, Claim or Suit. However, there is distinct understanding and agreement that the insured must as soon as the person responsible for insurance of the Named Insured is definitely made aware of the fact that other potential insurance is insufficient or impaired, give notification of the aforesaid "occurrence" to us.

All other terms and conditions of this policy are applicable to this endorsement.

**Authorized Representative OR
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ENDORSEMENT # 24

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Amendment Of Pollution Exclusion Endorsement

This endorsement modifies insurance provided under the following:

Paragraph 2.f.(1)(a) and 2.f.(2) of SECTION I-COVERAGE A do not apply to "bodily injury" directly caused by fungi or bacteria whose growth or existence within a building or upon a premise any insured owns, rents occupies or manages, is arising out of.

1. The stagnation of water in any part of the building it is not intended to be; or
2. The intrusion of water or moisture into any part of the building where it is not intended to be.

All other terms and conditions of this policy are applicable to this endorsement.

**Authorized Representative OR
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ENDORSEMENT # 25

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Lead Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

1. "Bodily injury" or medical payments arising out of the actual or alleged ingestion, exposure to or absorption of lead;
2. "Property damage," "personal injury" or "advertising Injury" arising out of or related to lead, the actual or alleged exposure to lead or any claims or "suits" arising from lead;
3. Any loss, cost or expenses arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or any way responded to, or assess the effects of lead; or
4. Any loss, cost or expenses arising out of any claim or "suit" by or on behalf a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of lead.

For the purpose of this endorsement, lead means lead and lead components in any form.

All other terms and conditions of this policy are applicable to this endorsement.

Authorized Representative OR
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ENDORSEMENT # 26

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Real Estate Property Managed Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "property damage" to property you operate or manage or as to which you act as an agent for the collection of rents or in any other supervisory capacity.

With respect to your liability arising out of your management of property for which you are acting as real estate manager this insurance is excess over any other valid and collectible insurance available to you.

All other terms and conditions of this policy are applicable to this endorsement.

Authorized Representative OR
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ENDORSEMENT # 27

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Agreed Rating Date and Rating Period

In consideration of the premium charged, it is hereby understood and agreed that:

- A. You and we have agreed that this continuous policy is rated using filed rates and rules that are current as of the Initial Rating Date shown in the Schedule below, and that it will be rated using filed rates and rules that will be current as of any Agreed Rerate Date also shown in the Schedule. Your premium will be calculated on an annual basis by applying the rates as of the Initial Rating Date, until an Agreed Rerate Date is reached, at which time your premium will be calculated on an annual basis by applying the rates that are developed as of that Agreed Rerate Date.
- B. We may terminate this policy:
 - a. At any time, but only for the reasons:
 - (1) Set forth in this policy that apply to midterm cancellation; or
 - (2) Set forth in law and regulation applicable to midterm cancellation;

And in either case, only upon proper advance notice to you as required for midterm cancellation by the terms of this policy or applicable law and regulation.
 - b. Upon any anniversary of the Initial Rating Date of this policy, but only for the reasons:
 - (1) Set forth in this policy that apply to nonrenewal; or
 - (2) Set forth in law and regulation applicable to non renewal;

And in either case, only upon proper advance notice to you as required for midterm cancellation by the terms of this policy or applicable law and regulation.
- C. Premium for this policy shall be based on one or more of the following premiums basis indicated below:
 - (i) Square Feet / Per 1000
 - (ii) Number of Employees / Each
 - (iii) Number of Units / Each
 - (iv) Receipts / Per 1000

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And in either case, only upon proper advance notice to you as required for nonrenewal by the terms of this policy or applicable law and regulation.

An anniversary occurs every 12 months following the Initial Rating Date.

Schedule

Initial Rating Date: December 1, 2000

Agreed Rerate Date(s): December 1, 2001
December 1, 2002

All other terms and conditions of this policy are applicable to this endorsement.

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ENDORSEMENT # 28

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By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

SELF INSURED RETENTION-PER OCCURRENCE

It is agreed that:

1. The Company's obligation, under the coverages provided by this policy, to pay "Ultimate Net Loss" on behalf of the "Insured", applies only to the "Ultimate Net Loss" in excess of the Self Insured Retention stated below, and subject to the Limits of Liability stated in the policy. The terms of this policy including those with respect to the Company's rights and duties with respect to defense of suits apply in excess of the application of the Self Insured Retention amount.
2. The "Insured" shall immediately notify the Company in writing of any "Claim" to which this policy applies which
 - a) involved serious "Bodily Injury" or Fatality;
 - b) the "Insured" has received notice of suit in which the damage demand exceeds the Self Insured Retention;
 - c) may exceed 25% of the Self Insured Retention.
3. The "Insured" shall at all times maintain a Company approved claims handling service with respect to the Self Insured Retention.
4. The Self Insured Retention stated below shall apply to the coverages afforded by this policy on a "Per Occurrence" basis to the "Ultimate Net Loss" as a result of any one "Occurrence" regardless of the number of persons or organizations who sustain damages because of the occurrence.

Self Insured Retention: \$250,000 per "Occurrence" including expenses.

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